

# EXHIBIT A

~~3AO88 (Rev. 12/04) Subpoena in a Civil Case~~

Issued by the  
UNITED STATES DISTRICT COURT

DISTRICT OF

NEVADA

1ST TECHNOLOGY LLC

V.

RATIONAL ENTERPRISES, LTDA., et al

## SUBPOENA IN A CIVIL CASE

Case Number:<sup>1</sup> 2:06-cv-1110-RLH-GWF

TO: ION MEDIA NETWORKS  
601 Clearwater Park Road  
West Palm Beach, Florida 33401

YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to certify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):  
Please see attachment for list of documents and objects.

PLACE: Hutchison & Stettler, LLC located at Peccole Professional Park, 10080 W. Alta Drive, Suite 200, in Las Vegas, Nevada 89145	DATE AND TIME: 10/8/2007 9:30 am
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YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER  
L. Christopher Rath, Esq., 10080 W. Alta Drive, Suite 200, Las Vegas, Nevada, 89145; Tel: (702) 385-2600

(See Rule 45, Federal Rules of Civil Procedure, Rule 45(d)(2), (c), (f), and (g), on next page)

<sup>1</sup> If action is pending in District other than District of issuance, state District and case number.

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## PROOF OF SERVICE

DATE PLACE

## SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

## DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 15, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006:

## (c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost wages and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, in inspection or premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (3) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 15 days after service of the subpoena or before the time specified for compliance if such time is less than 15 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designations or materials or inspection of the premises -- or to producing electronically stored information in the form or forms specified. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order in general shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if:

(i) it is to allow reasonable time for compliance;

(ii) it requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, if it employs or regularly transacts business in person except that, subject to the provisions of clause (c)(3)(B)(ii) of this rule, such a person may, in order to attend and be commanded to travel from any such place within the state in which the trial is held;

(iii) it requires disclosure of privileged or other protected matter and no exception or waiver applies; or

(iv) it subjects a person to undue burden.

(B) (i) disclosure of a trade secret or other confidential research, development, or commercial information; or

(ii) request disclosure of an unrelated expert's opinion or information not describing specific events in documents in dispute and resulting from the expert's study made not at the request of any party; or

(iii) expert person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject

to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

## (d) DUTIES IN RESPONDING TO SUBPOENA.

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably suitable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation material, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to evaluate the claim.

(B) If information produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party discloses the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) CONTEMPT. Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failing to obey exists when a subpoena purports to require a company to attend or produce at a place not within the limits provided by clause (i) of subparagraph (c)(3)(A).

**DOCUMENTS AND THINGS TO BE PRODUCED**

1. Please produce copies of all contracts that you have with Bodog Entertainment Group, S.A., Bodog.Com, Bodog.Net, and any other Bodog Entities.
2. Please produce copies of any and all documents showing all of your revenue as a result of your contracts with Bodog Entertainment Group, S.A., Bodog.Com, Bodog.Net, and any other Bodog Entities, including but not limited to, company account records, company state tax records, company federal tax records, company revenue quarterly records, company year-to-date revenue records, company bank account records, and payroll records.
3. Please produce copies of any and all documents evidencing all of your payments to Bodog Entertainment Group, S.A., Bodog.Com, Bodog.Net, and any other Bodog Entities, including but not limited to all company bank account records associated with said payments.
4. Please produce all documents related to and/or demonstrating the identity of the main company and Bodog contacts (both operationally and with final corporate responsibility) and the signatories to the contracts.
5. Please produce all documents related to any assets related to your contracts with Bodog Entertainment Group, S.A., Bodog.Com, Bodog.Net, and any other Bodog Entities, including but not limited to, master tapes, digital files, equipment, vehicles, airplanes, and the like utilized in contracting or in the staging, production, programming, or marketing of the associated program shows.
6. Please produce all ad contracts with Bodog Entertainment Group, S.A., Bodog.Com, Bodog.Net, and any other Bodog Entities showing all ads aired in the viewing slots of the programs or associated with the program or sales of the program and any promotional agreements pertaining to the programs or contracts.